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FF 17151

**AGREEMENT BETWEEN
THE BRIGHTON FIRE DISTRICT
AND
THE BRIGHTON PROFESSIONAL FIREFIGHTERS ASSOCIATION**

January 1, 2009 through December 31, 2013

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ARTICLE 1
PREAMBLE

1.1 This Agreement entered into as of the 1st day of January, 2009, by and between the Brighton Fire District, (Hereinafter referred to as the "Fire District" or the "Board of Fire Commissioners" or the "Board" or the "District"), and the Brighton Professional Firefighters Association, Local No. 2223, I.A.F.F., AFL-CIO, Brighton, New York, (Hereinafter referred to as the "Association"). This Agreement will go into effect as provided for in Article 34 and will run through the 31st day of December, 2013.

ARTICLE 2
PURPOSES

2.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Brighton Fire District and the Brighton Professional Firefighters Association, to secure a prompt and equitable disposition of grievances, to establish fair wages, hours, and working conditions.

2.2 The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendment, modification, change or alteration shall be effective unless it is made in writing and signed by the duly authorized representatives of the parties who have executed this Agreement.

ARTICLE 3
RECOGNITION, DUES CHECK-OFF AND AGENCY SHOP

3.1 The District recognized the Association as the exclusive negotiation representative for all paid firefighters of the Brighton Fire District, excluding officers of the rank of Lieutenant and above.

3.2 The District will deduct from the pay of each firefighter covered by this Agreement, at least once per month, uniformly assessed Association membership dues and initiation fees, provided that at the time of such deductions there is in the possession of the District, a voluntarily executed and current, unrevoked, written authorization for such deduction executed by the firefighter, in the form and according to the terms of the authorization form attached hereto. Membership in the Association is not mandatory.

3.3 The District further agrees to forward such deductions together with a list of the names of the firefighters from whom such deductions are made to the designated treasurer of the Association. The Association agrees to hold the District harmless from any and all liability which may arise through the implementation of this Article.

3.4 Names of the officers of the Association including the name of the treasurer of the Association, will be given in writing to the chairman of the Board of Fire Commissioners of the District within five (5) days after the Association's annual election of officers, and such list will be kept current by the Association and any changes forwarded immediately, in writing, to the chairman of the Board of Fire Commissioners of the District.

3.5 It is understood that each employee within this negotiation unit, who is not a member of the Association, shall be liable to contribute to the Association as representative costs, an amount equivalent to Association dues as are from time to time authorized, levied and collected from the general membership of the Association.

3.6 The Association shall refund to the employees any Agency Shop fees wrongfully deducted and transmitted to the Association.

3.7 The District shall not be liable in the operation of the Agency Shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Association shall agree to hold the District harmless against any claim whatsoever arising out of the deduction and transmittal of said Agency Shop fee to the Association.

3.8 The Association affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, of any Agency Shop fee which represents the employee's pro rata share of the expenditures for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

3.9 Any employee covered by this Agreement who terminates Association membership shall have deducted from his salary an Agency Shop fee effective on the same date on which the District gives effect to a revocation of authorization for dues deduction.

ARTICLE 4

RIGHTS OF EMPLOYEES

4.1 The District will not interfere with, restrain or coerce any firefighters because of membership in, or lawful activity on behalf of, the Association, so long as said activity does not interfere with the firefighter's duties or with the carrying out of the responsibilities of the Fire District, nor will the Fire District attempt to dominate or interfere with the Association.

4.2 The Association will not interfere with, restrain or coerce any firefighter because of membership or lack of membership in the Association.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 For the purpose of this Agreement, a grievance shall be defined as a dispute or a controversy arising out of the application or interpretation of this Agreement.

5.2 It is understood and agreed that this procedure is not applicable to matters which are reviewable under administrative procedures established by law or under the rules of the Civil Service Commission having the force and effect of law.

5.3 No bargaining unit member shall be required to forfeit any right he/she may have under any other law, regulation, or procedure; but, if any other procedure is invoked by the grievant, the right to adjustment through this procedure is waived and forfeited. If the bargaining unit member invokes this procedure, he waives the right to any other proceeding or remedy, to the extent permitted under law. In the event the Association files a claim with the New York State Public Employment Relations Board ("PERB") and the Board defers or recommends the claim to the arbitration process, the Association may then file a grievance regarding that issue raised to PERB, provided the grievance is filed within fourteen (14) calendar days after PERB's recommendation or decision.

5.4 In the event that a grievance defined in Section 5.1 arises, the parties shall have the right to resolve the grievance in the following manner:

Step 1: The grievance shall be presented in writing by the Employee or the Union to the Director as promptly as possible, but in no event later than fourteen (14) calendar days after the date when the employee knew or should have known of the occurrence or facts giving rise to the grievance. No later than fourteen (14) calendar days after receiving the grievance, the Director shall discuss the matter with the Employee and the Union and shall answer the grievance in writing.

Step 2: If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Board of Fire Commissioners within fourteen (14) calendar days after receipt of the Director's written answer. The Board or its designee shall set a time that is not later than fourteen (14) calendar days after receipt of the Second Step grievance or at its next regular meeting, whichever is later, place at which the Board or its designee shall hear the grievance and witnesses to the dispute, if any. The Union and/or the Grievant may present witnesses and documentary evidence to the Board. No later than fourteen (14) calendar days after the hearing, the Board or its designee shall render a decision in writing with copies sent to the Grievant and to the Union.

Step 3: If the grievance is not settled at Steps 1 or 2, the Union, within thirty (30) calendar days after the Second Step decision, and upon written notice, shall request arbitration. The request for arbitration shall be provided to the Director.

5.5 All grievances at each step shall be submitted in writing and shall be answered in writing.

5.6 Failure to be timely by the Union will result in dismissal of the grievance. Failure to issue a timely response by the District will allow a timely appeal to be filed as if the District's response had been provided on the last possible day.

5.7 Arbitration Procedure:

A. Within fourteen (14) calendar days after the request for arbitration has been made, the parties may select an arbitrator by mutual agreement. If the parties cannot mutually agree upon an arbitrator, they shall jointly request the American Arbitration Association to submit a list of nine (9) arbitrators from the Upstate New York area. Within fourteen (14) calendar days of receipt of the list, the parties shall alternately strike one (1) name from the list until one (1) name remains. The remaining name shall be designated as arbitrator.

B. The Arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

C. Decisions by the Arbitrator shall be final and binding on the parties.

D. The compensation of the arbitrator and expenses of the arbitration shall be borne equally between the Union and the Fire District; however, each party shall be responsible for compensating its own witnesses.

5.8 During the grievance and arbitration procedures, a meeting may be called by either party to discuss the grievance. If an agreement terminating the grievance is reached, the agreement shall be reduced to writing and signed by the Fire District and the Union. Any such meeting shall not extend any time limits contained in this Article unless otherwise agreed.

ARTICLE 6
DISCIPLINARY PROCEDURES

6.1 The Fire District shall have the right and responsibility to maintain efficiency, administer discipline and to hire, and terminate, discharge, or layoff firefighters for just cause and to review the performance of each firefighter.

6.2 It is agreed that the foregoing shall be in accordance with the Fire District's written Rules and Regulations as amended from time to time.

6.3 When a performance review is completed, it shall be shown to, and reviewed with, the subject firefighter. The firefighter shall be given a copy of it, but he shall be asked to comment on the report and his comments shall be added to it. The firefighter will sign the review only to indicate that he knows its content and that his comments are his.

6.4 The Director may recommend to the Fire District's Board of Fire Commissioners the reprimand and/or suspension, or other appropriate disciplinary action, for any paid firefighter covered by this Agreement, when, in his judgment, such action should be taken, and he shall report his recommendations to said Board in writing as soon as possible.

6.5 Should the Fire District or its officers feel an interview, interrogation or informal hearing be necessary to review the conduct of any member of this unit, said member shall have the right to union representation throughout said interview, interrogation or informal hearing. The cost of such union representation shall be the obligation of the Association or the individual and shall not be a responsibility of the Fire District. Nothing contained herein will apply to verbal reprimands administered by the Director or Acting Director. Should a unit member request union representation as provided herein, a reasonable amount of time shall be allowed to obtain such representation, but this shall not delay the interview, interrogation or informal hearing.

6.6 Whenever a counseling memorandum or other document critical of the performance or conduct of a firefighter is added to an individual's personnel file, the firefighter shall be provided with an opportunity to review the document, and he may provide a written response, which shall be maintained in his file.

ARTICLE 7

TRAINING PROGRAM

7.1 The Fire District hereby agrees to establish a training program, wherein the paid firefighter will receive on-the-job training. Paid firefighters are required to attend all training sessions conducted in or about any firehouse during their trick, unless specifically excused by the officer of training then in charge. Such training shall take place in the following areas: pumper and ladder truck instruction, fire prevention and inspection, pre-planning fire attacks, fire attacks strategy, EMS training and any other subject prescribed by the Chief following consultation with the coordinator of training who will be one of the paid officers who shall be appointed by the Board and who will communicate with the Association training members.

7.2 If the Association Training Committee wishes to make suggestions to the Director concerning the training program, including its planning and

coordination, for the following year, it must make those suggestions known to the Director by not later than November 1. The Director shall discuss these suggestions with the Association Training Committee by not later than December 1.

7.3 Firefighters may attend special seminars and special training offered by competent persons in firefighting fields and may request to attend classes at the New York State Training Academy at Montour Falls, New York. The Commission agrees to provide sufficient funds, within the current budget, for the costs of such training. The Commission shall have the final authority to determine who shall go to such training programs, how many firefighters shall go, when those firefighters shall go and which courses shall be deemed appropriate.

7.4 Subject to the approval of the Board of Fire Commissioners as to the course, its costs and the times when the course meets, the Fire District will pay for the cost of tuition, required books and fees, for firefighters attending and successfully completing courses relating to fire science. Such money shall be paid at the completion of each semester's work upon presentation of evidence of successful completion. Any books, materials, etc. purchased for any of the courses described above shall become and remain the property of the Fire District. Said books and materials will be kept at No. 1 house. The Fire District shall purchase such books and materials as are required for the course.

7.5 The Association may present thoughts on safety or management to the Director. The Association and Director shall meet periodically for the purpose of reviewing recommendations submitted by the Association on issues of safety and training. The Association shall present their recommendations in writing.

ARTICLE 8

RELEASED TIME

8.1 The President of the Association will be granted up to eighty-four (84) hours of leave per calendar year to attend state or national firefighters conventions or seminars. The first twenty-four (24) hours of such leave will be paid at the regular rate of pay and may be taken only by the President or a member of the Association's Executive Board designated by the President in writing. The last sixty (60) hours will be unpaid and may be taken by the President or a member of the Association designated by the President in writing. Such leave will be taken in full shift increments (i.e., 10 hour, 14 hour or 24 hour shift), and will be mutually agreed upon by the President of the Association and the Director or the Chairman of the Personnel Committee. Such agreement by the Director or Chairman of the Personnel Committee shall not be unreasonably withheld.

8.2 In no event will the President seek such leave days off with less than five (5) days notice to the Director or Chairman of the Personnel Committee. If there are not enough paid personnel to drive the apparatus then the President

or his designee will get a substitute for the twenty-four (24) hours of paid leave. If the shift is not short, no substitution will be necessary for these hours. However, the President or his designee will supply a substitute for all of the sixty (60) hours of unpaid leave.

ARTICLE 9

BULLETIN BOARD

9.1 The Fire District will furnish one (1) bulletin board in the firefighters' bunk room, in each firehouse, for the posting of Association notices and related matters.

ARTICLE 10

SALARY

10.1 All firefighters in the negotiation unit shall receive an annual increase effective January 1, 2009, January 1, 2010, January 1, 2011, January 1, 2012 and January 1, 2013, in accordance with the attached Salary and Longevity Schedule, Appendix A.

10.2 All pay is made on a calendar year basis.

10.3 The salaries set forth in the attached Salary and Longevity Schedule, Appendix A are minimum salaries, and not maximum salaries. The Fire District may provide a firefighter with additional compensation in the event that the firefighter agrees to undertake additional work or responsibilities.

10.4 Longevity pay will be paid by a separate check in the second non-payroll week in December of each year of this contract.

ARTICLE 11

WORKING SCHEDULE

11.1 The basic work schedule for paid employees shall be a four (4) platoon, 24 hour on duty/72 hour off duty. The Board of Fire Commissioners will prepare a work schedule, but under extreme emergency conditions the basic work schedule can be altered by the Fire District. Once the emergency has been alleviated, the basic work schedule will be restored immediately. Employees shall work an average of forty-two (42) hours per week.

11.2 Shift change shall occur at 7:30 a.m.

11.3 Firefighters will be allowed to work up to a maximum of thirty-eight (38) hours consecutively. Exceptions to exceed the maximum are at the Fire District's discretion in time of extreme emergency.

11.4 In order to provide increased coverage during weekdays, the Fire District is authorized to utilize the following system at its discretion:

A. The District may assign one or more firefighters to work "straight day" shifts which shall consist of a Monday through Friday schedule (between the hours of 7:00 a.m. – 6:00 p.m.), averaging 42 hours per week, with work schedules being prepared a month in advance at minimum which may be modified to meet the needs of the District.

B. The initial assignment and any subsequent vacancy shall be posted and made available to unit members on the basis of seniority.

C. A firefighter assigned to "straight days" shall remain in this assignment unless and until either: i.) the firefighter switches with another unit member who volunteers for the "straight-day" assignment; or ii.) the firefighter fills a vacant position in one of the groups on rotation.

D. Under no circumstances shall a firefighter assigned to a group be transferred to the "straight days" schedule without their consent. A new firefighter may be assigned to the "straight days" schedule upon hire.

E. A firefighter moving from "straight days" to a group rotation schedule will have his fringe benefits and other conditions of employment prorated on an equitable basis.

F. Paid Time Off ("PTO") selection will require advance approval by the Director or the Personnel Committee, but shall not be considered with respect to the PTO limitations for the firefighters on rotation, except as may be appropriate to avoid manpower shortages.

G. A "straight day" week of forty-two (42) hours shall equal one week of PTO.

H. The "straight days" firefighter shall be issued a holiday check in consideration of holidays listed in Article 17. The "straight day" firefighter will be granted paid time off for: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day if the actual holiday falls on a Monday through Friday.

I. A "straight day" firefighter may voluntarily switch with a rotation firefighter on a shift for shift basis. (A "straight day shift" will be considered equal to a rotation day or night shift for switching purposes.)

J. A "straight day" firefighter will be eligible to cover call-back requests, however they may not work more than thirty-eight (38) consecutive hours.

K. A "straight day" firefighter will be eligible for PTO as set forth in Article 16.

ARTICLE 12

OVERTIME

12.1 All overtime will be compensated at time and one-half based upon the requirements to pay overtime which are now in effect or promulgated during the term of this Agreement by the U.S. Department of Labor under the FLSA, and which apply to firefighters.

12.2 Payment for such overtime will be made within thirty (30) days following the date on which the overtime is worked.

12.3 All firefighters covered by this Agreement who are called back to duty after the normal shift will be paid a minimum of four (4) hours pay at the rate applicable to such individual's hours that is straight time or time and one half as required by the overtime requirements referred to above. It being understood that such pay may or may not be available in the same pay period as his regular pay; provided however, that such payment must be paid within the next succeeding pay period.

12.4 All firefighters covered by this Agreement who are called back for a training session or fire prevention details after the normal shift will be paid a minimum of two (2) hours pay at the rate applicable to such individual's hours that is straight time or time and one half as required by the overtime requirements referred to above. It being understood that such pay may or may not be available in the same pay period as his regular pay; provided however, that such payment must be paid within the next succeeding pay period.

ARTICLE 13

OUT OF TITLE WORK

13.1 When any paid employee is assigned by a superior officer, the Director, or the Chairman of the Personnel Committee to work out of title as a Duty Officer, he shall be compensated for working in that position on that day at the rate of three dollars and fifty cents (\$3.50) per hour, over his regular salary, it being understood that such pay may or may not be available in the same pay period as his regular pay, provided, however, that such payment must be paid within the next succeeding pay period.

13.2 A firefighter may be assigned as Acting Duty Officer by a Commissioner, Director or a Duty Officer when the assigned Duty Officer is on duty but will be unavailable to communicate with his group for an extended portion of the shift.

13.3 For purposes of this Agreement, the term "Duty Officer" shall mean a Captain, a Lieutenant or a bargaining unit employee assigned as set forth in Section 13.1 above.

13.4 Firefighters will be assigned to dispatching duties when a dispatcher is unavailable. In cases of extended absences, the District may rotate firefighters, use the Communications Supervisor or employ substitutes. If a firefighter is assigned to dispatching duty he shall be paid at his regular firefighter rate.

ARTICLE 14 **PAYDAY**

14.1 Firefighters will be paid every two (2) weeks, and pay day will occur on Thursday with firefighters' checks being deposited to their accounts not later than twelve noon of said day. It is understood and agreed there shall be a one (1) week lag in payment.

ARTICLE 15 **DIRECT PAYROLL DEPOSIT**

15.1 The District will deposit each firefighter's pay in his personal account, at any mutually agreeable bank.

ARTICLE 16 **PAID TIME OFF**

16.1 Selection of Paid Time Off ("PTO") shall be governed by the rules and regulations of the Brighton Fire District effective and in force as of August 17, 2007. PTO allowance for firefighters working a 24-hour rotation schedule shall be as set forth in this Article, it being understood that one (1) week of PTO shall consist of forty-eight (48) hours. For firefighters working a "straight day" schedule, one (1) week of PTO shall consist of forty-two (42) hours.

16.2 For firefighters working a 24-hour rotation schedule, only one employee from each trick or shift shall be allowed to be on PTO at any one time, not including paid officers. An employee is defined for this purpose as a firefighter. An employee's eligibility for PTO shall be calculated from that employee's original date of hire in the District, excluding any intervening period of time during which the employee was not employed by the District.

16.3 Employees working a 24-hour rotation schedule shall receive PTO as follows:

A. During the first year of service an employee shall be allowed forty-eight (48) hours of PTO, which shall be pro-rated based upon the employee's date of hire.

B. An employee shall be credited with 134 hours of PTO annually (five 24-hour shifts and a 14 hour block), providing the employee has worked for the District continuously for a period of at least one (1) year and not more than five (5) years.

C. An employee shall be credited with 178 hours of PTO annually (seven 24-hour shifts and one 10 hour block), providing the employee has worked for the District continuously for a period of at least five (5) years and not more than ten (10) years.

D. An employee shall be credited with 216 hours of PTO annually (nine 24-hour shifts), providing the employee has worked for the District continuously for a period of at least ten (10) years and not more than fifteen (15) years.

E. An employee shall be credited with 264 hours of PTO annually (eleven 24-hour shifts), providing the employee has worked for the District continuously for a period of at least fifteen (15) years.

16.4 Employees working a "straight day" schedule shall receive PTO as follows:

A. During the first year of service an employee shall be allowed forty-two (42) hours of PTO, which shall be pro-rated based upon the employee's date of hire.

B. An employee shall be credited with 134 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least one (1) year and not more than five (5) years.

C. An employee shall be credited with 178 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least five (5) years and not more than ten (10) years.

D. An employee shall be credited with 216 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least ten (10) years and not more than fifteen (15) years.

E. An employee shall be credited with 264 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least fifteen (15) years.

F. An employee working a "straight day" schedule shall use PTO in full shift increments.

16.5 For employees working a 24-hour rotation schedule, PTO set forth in Section 16.3 shall be picked in forty-eight (48) hour increments according to

the PTO pick rules. Employees with five or more completed years of service may utilize forty-eight (48) hours (equivalent of one week) of PTO as two non-continuous 24-hour shifts.

16.6 PTO in excess of forty-eight (48) hour increments (i.e., partial shifts) may be scheduled immediately following the full week picks and/or on an as needed basis with the approval of the Director.

16.7 For employees working a 24-hour rotation schedule, all requests for PTO shall be in by November 15 of the year preceding that which the PTO is to be used. The PTO committee and Officer in charge of PTO will then have two (2) weeks from that date to assemble and issue a calendar.

16.8 For all employees, any PTO not used by the end of the calendar year is not carried over into the following year, and is forfeited. If scheduled PTO occurs during a work-related leave, see District rules and regulations.

ARTICLE 17

HOLIDAYS

17.1 Employees, who as of the first pay period in December of each year of this contract have completed twelve (12) consecutive months or more of employment by the District, shall be eligible for payment for twelve (12) holidays. Employees who as of the first pay period in December of each year of this Agreement have been employed by the District for less than twelve (12) consecutive months shall be eligible to receive pay for those holidays which fell during that employee's period of employment by the District. In the first pay period in December, employees will be paid at their applicable rate in lieu of time off, for the appropriate holidays pursuant to this Article. For the purposes of this Article, the holidays shall be as follows: Christmas Day, New Years Day, Lincoln's Birthday, Washington's Birthday, St. Patrick's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, and Thanksgiving Day, making a total of twelve (12) paid holidays. Honorably discharged veterans shall receive Veteran's Day off with pay, or receive compensatory time, however, if the eligible veteran is not scheduled to work on Veteran's Day, he/she will not receive any pay or compensation for Veteran's Day.

17.2 Holiday pay is to be figured on each firefighter's yearly earnings divided by fifty-two (52) weeks, to ascertain a week's pay. A week's pay is to be divided by forty-two (42) hours to determine the hourly wage. The hourly wage is then to be multiplied by eight (8) hours for holiday pay and then multiplied by the appropriate number of holidays for the year as determined by this Article.

17.3 Holiday pay will be paid by a separate check in the first non-payroll week in December of each year of this contract.

ARTICLE 18
DENTAL, HOSPITAL, AND SURGICAL INSURANCE

18.1 Dental Insurance (Active firefighters). The District will pay 80% and the firefighter will pay 20% of the full cost of the appropriate (Individual, Family) plan of the Blue Cross/Blue Shield Smile Saver Plan Option I.

18.2 Health Insurance (Active firefighters):

A. The District will make group health insurance coverage available to firefighters and their qualified dependents, and firefighters may elect to participate in any plan offered by the District. Such health insurance plan shall include coverage for physician's and emergency room visits, hospitalization, prescription drugs and prescription eyeglasses. Before discontinuing current plans, the District in selecting new plans will make a good faith effort to select plans with comparable coverages.

B. All firefighters shall contribute towards the premiums for such health insurance coverage as set forth herein. Firefighter contributions to the cost of the plan selected will be deducted from the salary of the firefighter from each regular paycheck, provided the firefighter has elected to participate in this insurance by executing a payroll deduction authorization form.

C. Effective January 1, 2009, all firefighters shall contribute ten percent (10%) of the premium of the plan in which the firefighter is enrolled, and the District shall contribute ninety percent (90%) of such premium.

D. Effective January 1, 2010 and each January 1 thereafter during the term of this Agreement, firefighters shall contribute ten percent (10%) of the premium of the plan in which the firefighter is enrolled, and the District shall contribute ninety percent (90%) of such premium, provided the annual premium increase does not exceed twelve percent (12%) of the prior year's premium. If the annual premium increase exceeds twelve percent (12%), then the amount of the increase in excess of twelve percent (12%) shall be shared evenly (split 50/50) between the District and the firefighter. The formula for calculation of the District's health insurance contributions will remain until a new agreement is negotiated.

E. At any time the Association may request that the District consider additional or alternative health insurance plans.

F. The District may offer a health insurance opt-out benefit to firefighters who decline health insurance coverage under the District's program. Firefighters who withdraw from and waive health insurance coverage, and provide proof of health insurance coverage from another source, will receive the opt-out benefit. The amount of the opt-out benefit shall be determined by the District, and shall be paid in equal installments each pay period. The District

shall notify the Association of the amount of the opt-out benefit by no later than October 1 of the prior year. If a firefighter waives coverage and thereafter becomes ineligible for coverage from an alternate source due to reasons beyond the firefighter's control, then opt-out benefit payments shall cease and the firefighter will be eligible to re-enroll in the District's group plan if permitted by the District's insurance carrier.

18.3 Firefighters Retiring on or after January 1, 2009:

A. All firefighters who retire under the New York State Retirement System shall be eligible to receive individual health insurance coverage to age 65 under the plan offered by the District to active employees. The District shall be responsible for one hundred percent (100%) of the premiums of such individual coverage.

B. Upon reaching the age of 65, a retiree will be eligible only for the Supplemental Medicare Plan offered by the District. The District shall be responsible for one hundred percent (100%) of the premiums of such individual coverage.

C. If a retiree does not reside within the coverage area of the plan offered by the District, then the District shall pay one hundred percent (100%) of the premiums related to individual health insurance coverage for such retiree, up to a maximum of the amount of the applicable premium as set forth above. Such payments shall be made directly to the health insurance carrier.

D. If a firefighter is required to retire pursuant to a mandatory retirement age, the firefighter shall still be eligible for the medical retirement benefit as specified in this Article.

18.5 Flexible Spending Accounts. The District agrees to offer a flexible spending account program for health care and dependent care to active employees.

A. Health Care. Each firefighter may set aside up to \$3,000.00 per year from their wages to the health care account.

B. Dependent Care. Each firefighter may set aside an amount from their wages up to the maximum allowed by the IRS code.

ARTICLE 19
SICK LEAVE

19.1 Sick leave for service-connected conditions shall be granted to all firefighters in accordance with the rules and regulations of the District.

19.2 Sick leave for non-service-connected conditions shall be provided for up to a maximum of six (6) months with full pay. If the firefighter's non-service-connected condition exists beyond six (6) months, such employee shall receive one-half (1/2) pay for up to six (6) additional months. If the non-service-connected condition continues beyond twelve (12) consecutive months, any additional leave shall be at the discretion of the Commission. The foregoing benefit shall only be available to firefighters with five or more completed years of service with the District.

19.3 Firefighters with between one and five completed years of service shall be entitled to three (3) months at full pay and three (3) months at half pay as sick leave for non-service-connected conditions. Firefighters with less than one completed year of service shall be entitled to 216 hours of sick leave for non-service-connected conditions.

19.4 Any firefighter who has exhausted his allowable sick leave will not be entitled to a new paid allotment until he has been re-employed on active duty for a period of one year.

19.5 It is understood and agreed that each firefighter who is on sick leave for a period of two (2) consecutive 24 hour shifts, whether service or non-service-connected, shall provide the District's Director or the Chairman of the Personnel Committee with a doctor's certificate, as may be requested by the District. The firefighter shall also be required to report to the District's physician for an examination.

19.6 If a firefighter is out for four (4) months or longer on non-work related absence due to illness or injury, then the firefighter will forfeit the lesser of time off accrued during the absence or forty-eight (48) hours, one week equivalent of PTO, unless prior scheduled PTO falls during the time of absence and is therefore forfeited. Time out of work shall be based upon the return to duty granted by the Fire District's physician.

ARTICLE 20

FUNERAL LEAVE

20.1 In the event of a death in the firefighter's immediate family, the firefighter shall be allowed time off with pay for those days in which he has been scheduled to work, from the day of death through the day of interment. Immediate family shall mean spouse, child, parent, brother or sister, and, in the event he attended the funeral, mother-in-law, father-in-law, sister-in-law, brother-in-law, and for grandmother and grandfather for the day of the funeral only.

ARTICLE 21

UNIFORMS

21.1 The District will continue the practice of providing work uniforms for paid firefighters and agrees that newly hired firefighters will be issued their uniforms from the day they start employment and agree that such issue shall include three (3) long sleeve shirts, three (3) short sleeve shirts, and three (3) pair of work pants, three (3) tee shirts, (to be worn per "Rules and Regulations") one (1) sweatshirt, (for nighttime response) one (1) dress hat, one (1) District hat badge and one (1) Class A uniform.

21.2 Replacement for worn and permanently soiled work uniforms shall be made promptly after inspection by a Duty Officer or Director to maintain the allotted issue as provided in this Article. Before a replacement garment is issued, the worn or soiled uniform shall be turned in to a Duty Officer or Director.

21.3 Whenever possible, work uniform replacements shall be 100% cotton, fire retardant treated.

21.4 The District shall continue to issue and replace as needed the following items: One (1) windbreaker, one (1) turnout coat one (1) helmet, one (1) pair of work gloves, one (1) pair of bunker boots and pants, one (1) winter hat, one (1) winter jacket and one (1) firefighting flashlight. Turn-out gear shall equal or exceed the minimum NFPA standard No.1971.

21.5 Firefighters agree to maintain and properly clean the above issued materials.

21.6 While on duty, firefighters shall wear the issued uniform as their outer garment.

21.7 The District badge or patch shall not be worn on personal clothing.

21.8 Upon leaving the employ of the District, the firefighter shall return all of the above listed items which have been issued to that firefighter.

ARTICLE 22

RETIREMENT PLAN

22.1 The retirement plan now in effect under the New York State Police and Fire Retirement System shall be continued, which is provided for under Sections 360b; 375e, g, and j; 384f, g, h of the New York State Retirement and Social Security Law.

22.2 With respect to the Section 360b benefit, the District shall contribute, up to a maximum aggregate for the unit a maximum of eight hundred (\$800.00) dollars per calendar year. Any aggregate premium amount which

exceeds the maximum for any one or more of these years shall be distributed among all of the negotiation unit members who shall contribute equally for any such coverage to the District.

ARTICLE 23

SPECIAL LEAVE

23.1 Any paid firefighter may, with the advance approval of the Director, or the Duty Officer in his absence, be granted special leave for up to twenty-four (24) days on which he is able to secure another paid firefighter to work in his place, provided that:

A. Such substitution is in rank and is entirely voluntary by both employees involved;

B. Such substitution does not impose any additional cost in moneys or time upon the District;

C. The Director is notified seventy-two (72) hours in advance of the substitution, except in case of emergency;

D. The Director and the Chairman of the Personnel Committee are notified by the Duty Officer as soon as practicable of the substitution;

E. All paybacks of substituted time will be made in the same calendar year in which the substitution occurred and shall be arranged solely by the employees involved;

F. An employee will be allowed to take an earned but unused PTO day as long as not more than one man is off from the shift;

G. All special leave substitutions shall be scheduled for a minimum of four (4) hours;

H. All special leave shall be subject to the thirty-eight (38) hour on duty maximum;

I. The District shall pay each employee involved in the substitution as if the employee had worked his regular work schedule; and

J. The Association agrees that it will not grieve claims or disputes between employees that involve an alleged failure to reimburse an employee for special leave time.

ARTICLE 24

RETIREMENT AGE

24.1 It is understood and agreed that the mandatory retirement age for the employees of the District shall be subject to the applicable federal and state statutes.

ARTICLE 25

RULES AND REGULATIONS

25.1 The Board of Fire Commissioners retains the sole discretion to adopt rules and regulations for the operation and administration of the District. The Board further retains the sole discretion to amend, modify or delete such rules and regulations from time to time. Such rules and regulations shall not contravene the specific language of any article or section of this Agreement.

25.2 Before adoption of a new or revised rule or regulation, the Association President shall be provided with a copy of the proposed rule or regulation and shall be given a reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment, however, will not in any way impair the District's unilateral right to implement the new or revised rule or regulation.

ARTICLE 26

NO WORK INTERRUPTION

26.1 During the term of this Agreement there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of firefighters or employees of the Fire District.

ARTICLE 27

RELATIONSHIP OF STATUTE TO AGREEMENT

27.1 The Fire District shall maintain all the powers and duties accorded to it under Town Law Article XI, as amended from time to time, and in the event of any conflict between said Article or any other statute and the provisions of this Agreement, then the statute shall prevail, except that with respect to matters having to do with the individual relationship of a firefighter either individually or under a firefighter organization, to the Fire District, as an employer, the provision of this Agreement shall prevail.

27.2 It is agreed that this Agreement may only be modified by a written amendment, voluntarily accepted by the parties to this Agreement, and executed by their representatives.

ARTICLE 28

SECTION 204 NOTICE

28.1 IT IS AGREED BY AND BETWEEN THE PARTIES ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO

PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 29

CIVIL SERVICE LIST

29.1 The District agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule an examination for the ranks of paid firefighters, fire lieutenant, and fire captains so that a list for each position will be available through the period of this Agreement.

29.2 If a Duty Officer will be off duty for any reason during the period of this Agreement, a firefighter shall be appointed to act in his place pursuant to Article 13. Said acting officer shall be taken from the current list for fire lieutenant. In the absence of such a list, the senior firefighter on duty shall be the acting officer.

29.3 The minimum service requirement as prescribed by the New York State Civil Service Commission shall be the only time and grade requirements for eligibility to take promotional examinations during the length of this Agreement.

ARTICLE 30

GROUP LIFE INSURANCE

30.1 Within two weeks after receipt of a validated invoice from a life insurance carrier selected by the Association, the selection verified by the President of the Association, the District will pay to that Company an amount up to \$4,000.00 per contract year toward the purchase of a group term life insurance policy.

30.2 The District bears no responsibility whatsoever for the purchase, interpretation, etc. of that policy. The District's only responsibility will be the payment of up to \$4,000.00.

ARTICLE 31

JOB VACANCY

31.1 Should a vacancy occur within the negotiation unit, and the District does not fill the vacancy from within the group in which the vacancy occurs, such vacancy shall be made known to other groups through a posting process in each firehouse. Any firefighter may apply in writing, within three (3) days of the date of posting, for consideration in filling the vacancy.

31.2 Such applications will be taken into consideration by the District. The District, however, reserves the sole right to the final determination as to who

will fill the vacancy. Such determination will not be subject to the grievance procedure.

ARTICLE 32

RESIDENCY REQUIREMENT

32.1 It is understood and agreed that all probationary employees with less than 1 year of service shall, as a condition of original and continued employment, maintain a permanent residence and domicile within a radius of 22 miles of the Twelve Corners in the Town of Brighton, Monroe County, State of New York.

32.2 All permanent firefighters shall be required to maintain a residence within the six-county area of Monroe, Wayne, Ontario, Livingston, Genesee and Orleans, in the State of New York. The employment of any permanent firefighter shall terminate upon his ceasing to reside within the six-county area mentioned in the preceding sentence.

32.3 Any employee who changes his place of residence must give prior written notice to the Board of Fire Commissioners of his new address and telephone number.

ARTICLE 33

MISCELLANEOUS

33.1 The District will provide PSA testing for firefighters over forty (40) years of age during physicals, and will also provide TB testing if requested by the employee.

33.2 The District will establish pre-tax payroll deductions for eligible employees who wish to enroll in the AFLAC cancer coverage, the full cost of which shall be paid by participating employees. There shall be one open enrollment period each year for this coverage.

33.3 **EMT Certification:**

A. All firefighters hired by the District on or after January 1, 2009 shall be required to possess and maintain an EMT certification as a condition of employment.

B. All current firefighters who possess or acquire an EMT certification on or after January 1, 2009 shall be required to maintain such certification (at District expense) as a condition of employment.

C. All current firefighters not possessing an EMT certification shall make a good faith effort to obtain such certification (at District expense) by no later than January 1, 2011. If a current firefighter cannot obtain an EMT

certification by such date, then such firefighter shall not be eligible to receive an EMT stipend as set forth below. However, such firefighter shall not lose his or her employment with the District.

D. If a firefighter's EMT certification lapses due to error or neglect by the District, then the firefighter shall in good faith assist the District as necessary to restore the certification as soon as possible. If a firefighter's EMT certification lapses due to error or neglect by the firefighter, then the firefighter shall have a period of eighteen (18) months to restore such certification without loss of employment with the District.

33.4 EMT Stipend:

A. Each firefighter possessing an EMT certification shall receive an annual stipend in each of the following three years only:

<u>Year</u>	<u>Stipend</u>
2009	\$500
2010	\$750
2011	\$1000

B. The stipend shall be paid in equal installments each pay period during the year. The EMT stipend shall not be paid after 2011.

C. If a firefighter obtains the EMT certification during 2009 or 2010, then the firefighter shall receive the stipend for the entire calendar year.

33.5 In order to assure orderly and continued operation of the District, a firefighter will receive a lump-sum payment of \$1,000 (less applicable taxes and withholdings) if: (A) the firefighter provides six months advance written notice of the date of the firefighter's retirement; and (B) the firefighter retires on the announced date.

33.6 The parties agree to develop an acceptable Christmas rotation program so that firefighters will be able to enjoy the Christmas holiday every other year.

ARTICLE 34

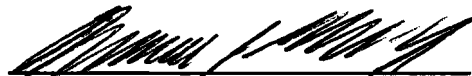
TERM OF CONTRACT

34.1 The provisions of this Agreement shall become effective January 1, 2009, and shall continue in full force and effect until midnight, December 31, 2013, and, unless written notice is given at least one hundred twenty (120) days but no more than one hundred fifty (150) days prior to September 15, 2013; by either party, requesting a change or termination of the same, this Agreement shall continue in effect from year to year until such notice is given at least one

hundred twenty (120) days but not more than one hundred fifty (150) days prior to the 15th day of September of any subsequent year.

BRIGHTON FIRE DISTRICT

By:



Richard J. Garrett, Jr., Chairman
Board of Fire Commissioners

Date:

10/24/08

BRIGHTON PROFESSIONAL
FIREFIGHTERS ASSOCIATION

By:



Lawrence S. Michael, President
Brighton Professional
Firefighters Association

Date:

10.19.08

APPENDIX A SALARY AND LONGEVITY SCHEDULE

Effective January 1, 2009

<u>Years of Service</u>	<u>Annual Salary (3.5% Increase)</u>	<u>Longevity</u>	<u>EMT</u>	<u>Total</u>
0	\$41,000	\$0	\$500	\$41,500
1	\$45,000	\$0	\$500	\$45,500
2	\$50,840	\$0	\$500	\$51,340
3	\$53,218	\$0	\$500	\$53,718
4	\$55,598	\$0	\$500	\$56,098
5	\$57,981	\$0	\$500	\$58,481
6-9	\$62,638	\$500	\$500	\$63,638
10-14	\$62,638	\$1,250	\$500	\$64,388
15-19	\$62,638	\$2,000	\$500	\$65,138
20-24	\$62,638	\$2,250	\$500	\$65,388
25-29	\$62,638	\$2,500	\$500	\$65,638
30+	\$62,638	\$2,750	\$500	\$65,888

Effective January 1, 2010

<u>Years of Service</u>	<u>Annual Salary (3.25% Increase)</u>	<u>Longevity</u>	<u>EMT</u>	<u>Total</u>
0	\$42,333	\$0	\$750	\$43,083
1	\$46,463	\$0	\$750	\$47,213
2	\$52,493	\$0	\$750	\$53,243
3	\$54,947	\$0	\$750	\$55,697
4	\$57,405	\$0	\$750	\$58,155
5	\$59,865	\$0	\$750	\$60,615
6-9	\$64,674	\$500	\$750	\$65,924
10-14	\$64,674	\$1,250	\$750	\$66,674
15-19	\$64,674	\$2,000	\$750	\$67,424
20-24	\$64,674	\$2,250	\$750	\$67,674
25-29	\$64,674	\$2,500	\$750	\$67,924
30+	\$64,674	\$2,750	\$750	\$68,174

Effective January 1, 2011

<u>Years of Service</u>	<u>Annual Salary (3.25% Increase)</u>	<u>Longevity</u>	<u>EMT</u>	<u>Total</u>
0	\$43,708	\$0	\$1,000	\$44,708
1	\$47,973	\$0	\$1,000	\$48,973
2	\$54,199	\$0	\$1,000	\$55,199
3	\$56,733	\$0	\$1,000	\$57,733
4	\$59,271	\$0	\$1,000	\$60,271
5	\$61,811	\$0	\$1,000	\$62,811
6-9	\$66,776	\$500	\$1,000	\$68,276
10-14	\$66,776	\$1,250	\$1,000	\$69,026
15-19	\$66,776	\$2,000	\$1,000	\$69,776
20-24	\$66,776	\$2,250	\$1,000	\$70,026
25-29	\$66,776	\$2,500	\$1,000	\$70,276
30+	\$66,776	\$2,750	\$1,000	\$70,526

Effective January 1, 2012

<u>Years of Service</u>	<u>Annual Salary (3.25% Increase)</u>	<u>Longevity</u>	<u>EMT</u>	<u>Total</u>
0	\$46,161	\$0	\$0	\$46,161
1	\$50,564	\$0	\$0	\$50,564
2	\$56,993	\$0	\$0	\$56,993
3	\$59,609	\$0	\$0	\$59,609
4	\$62,230	\$0	\$0	\$62,230
5	\$64,852	\$0	\$0	\$64,852
6-9	\$69,979	\$500	\$0	\$70,479
10-14	\$69,979	\$1,250	\$0	\$71,229
15-19	\$69,979	\$2,000	\$0	\$71,979
20-24	\$69,979	\$2,250	\$0	\$72,229
25-29	\$69,979	\$2,500	\$0	\$72,479
30+	\$69,979	\$2,750	\$0	\$72,729

Effective January 1, 2013

<u>Years of Service</u>	<u>Annual Salary (3.25% Increase)</u>	<u>Longevity</u>	<u>EMT</u>	<u>Total</u>
0	\$47,662	\$0	\$0	\$47,662
1	\$52,207	\$0	\$0	\$52,207
2	\$58,845	\$0	\$0	\$58,845
3	\$61,547	\$0	\$0	\$61,547
4	\$64,252	\$0	\$0	\$64,252
5	\$66,960	\$0	\$0	\$66,960
6-9	\$72,253	\$500	\$0	\$72,753
10-14	\$72,253	\$1,250	\$0	\$73,503
15-19	\$72,253	\$2,000	\$0	\$74,253
20-24	\$72,253	\$2,250	\$0	\$74,503
25-29	\$72,253	\$2,500	\$0	\$74,753
30+	\$72,253	\$2,750	\$0	\$75,003